

DIRECT TESTIMONY  
OF  
MARCI SCHROLL

9-1-1 PROGRAM MANAGER  
TELECOMMUNICATIONS DIVISION  
ILLINOIS COMMERCE COMMISSION

DOCKET NO.  
08-0550

December 19, 2008

Issues: 6, 7, and 14

1   **Q.     Please state your name and business address.**

2   A.     My name is Marci Schroll, and my business address is 527 East Capitol Avenue,  
3           Springfield, Illinois.

4  
5   **Q.     Please describe your educational and occupational experience.**

6   A.     In June 1986 I graduated from Illinois State University with a Bachelor of Science  
7           degree in Consumer Services and a Minor in Public Relations. After graduation, I  
8           began my employment at McFarland Mental Health Center as their Training  
9           Coordinator. In November of 1987 I accepted a position with the Illinois  
10          Commerce Commission (Commission) in the Consumer Service Division as a  
11          Consumer Counselor. My responsibilities as a counselor included mediating  
12          consumer complaints regarding regulated utility matters concerning electric, gas,  
13          telephone, water and sewer. In addition to my responsibilities as a counselor, I  
14          was involved in program development and implementation for the division. In  
15          March of 1993 I was appointed as Staff Liaison for the Telephone Assistance  
16          Programs. As Staff Liaison, I oversaw activities of the Universal Telephone  
17          Assistance Corporation to ensure that it met all requirements of the Lifeline  
18          Connection Assistant Program and the Universal Telephone Service Assistance  
19          Program as required in Section 13-301 and 13-301.1 of the Public Utilities Act  
20          (PUA). Two years later, in July 1995 I accepted a position within the Commission

as the 911 Program Assistant where I was responsible for the implementation and modification of 911 systems in the State of Illinois.

**Q. What is your current occupation?**

A. I served as the 911 Program Assistant until August 2002 at which time I was promoted to the 911 Program Manager in the Telecommunications Division of the Commission.

**Q. What are your present responsibilities as the 911 Program Manager?**

A. As the 911 Program Manager, I am responsible for: the management of the 911 program, including developing administrative rules, when required for the implementation of legislation; providing state oversight for the establishment and functioning of approximately 196 911 systems in the State, and monitoring telecommunications carriers' compliance with the Commission's rules for transportation of 911 calls. Finally, I promote and assist in the development and implementation of policy proposals that address current and future wireline, wireless and VoIP 911 issues in order to ensure that state regulations and statutory requirements are being fulfilled, and the public safety is protected.

**Q. What is the purpose of your testimony?**

41 A. The purpose of my testimony is to offer my opinion in my capacity as 911  
42 Program Manager regarding certain arbitration issues in this proceeding.  
43 Specifically, I will be addressing Issues 6, 7, and 14. However, my testimony  
44 concerning these issues is contingent upon whether a legal finding is made that  
45 Intrado is entitled to Section 251/252 interconnection. My testimony is being  
46 provided in conjunction with Staff witnesses, Jeffrey H. Hoagg, who addresses  
47 policy questions and Kathy Stewart who addresses engineering questions. I  
48 note that I have prepared this testimony based upon the two parties' Issues  
49 Matrix dated November 12, 2008, which the ALJs have directed the parties to  
50 revise. Accordingly, the issues as set forth in this testimony may not track with  
51 precision those set forth in the final Issues Matrix.

52  
53 **Q. Why are you offering testimony in this proceeding?**

54 My goal in this case is to make certain that whatever decisions made in this  
55 Section 251/252 arbitration proceeding will allow Staff the ability to ensure that the  
56 current 911 infrastructure will not be placed into jeopardy with the entrance of  
57 competitive 911 system providers.

58  
59 **Q. Do you offer your testimony for a limited purpose?**

60 A. Yes. I offer the opinions and statements in this testimony for the exclusive  
61 purpose of aiding in resolution of this arbitration proceeding. I do not offer any

62 opinion regarding any agreement Intrado might subsequently enter into with an  
63 Illinois Emergency Telephone System Board (hereafter "ETSB") to provide service  
64 of any sort to such ETSB, the execution or implementation of such agreement, or  
65 any of the conditions or incidents of such agreement. Likewise, I offer no opinion  
66 regarding whether any technical configuration or network architecture described in  
67 this proceeding complies with the Emergency Telephone Safety Act, 50 ILCS  
68 750/1, et seq., (hereafter "ETSA") or Commission rules, 83 Ill. Admin. Code Part  
69 725 (hereafter "Part 725") promulgated under the Act regarding the manner in  
70 which 911 calls are to be switched, translated, trunked, delivered, completed, or  
71 handled.

72  
73 **Q. Why do you qualify your testimony in this manner?**

74 A. I am advised by counsel that in the event an ETSB elects to contract with Intrado  
75 to provide the service, this might well constitute a modification to the ETSB's 911  
76 plan within the meaning of the ETSA and Commission rules promulgated under  
77 the ETSA. Such modification requires, in most cases, Commission approval. It is  
78 important to make clear that this testimony is not intended to offer an opinion  
79 regarding whether Intrado's proposed method of serving ETSBs complies with the  
80 ETSA or Part 725 rules, or to "pre-approve" it in any way.

**GENERAL COMMENTS**

**Q. If Intrado and Verizon enter into an ICA, what impact will this ICA have when Intrado decides to provision service as a 911 System Provider?**

A. As stated in Mr. Hoagg's Direct Testimony (pg.5, lines 80-86), interconnection with Verizon is only the first step Intrado must take before it provides any regulated competitive 911 services in Illinois. Significantly, pursuant to Sections 10 and 11 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and 83 Ill. Adm. Code Part 725, the Commission must examine in detail and will need to approve (based upon 911 system considerations and requirements) the provision of competitive 911 services by Intrado to any specific ETSB.

**Q. Why is this issue being addressed in this arbitration proceeding?**

Intrado is requesting Section 251/252 interconnection, which is primarily designed for interconnection between an ILEC on the one hand, and a CLEC seeking to provide dial tone service to end users on the other. However, Intrado is asking that certain 911 competitive issues be addressed in this proceeding as well. I believe it is possible to address some of the 911 issues in the ICA as they relate to Section 251 requirements; however the Commission will need to further examine the results as they relate to the ETSA and Part 725 if and when Intrado seeks to actually provision regulated 911 services. I believe that Verizon and

Intrado should be cautioned by the Commission that the ICA resulting in this proceeding may not have taken into account all aspects of 911 interconnection, and there will be a need for yet another proceeding with this Commission to address specific 911 competitive issues.

**Q. Why do you believe another proceeding is necessary?**

A. Whatever Verizon AT&T and Intrado agree to, or the Commission decides in this two-party arbitration, may be acceptable for purposes of forming the ICA; however, it may not be sufficient to make certain that 911 requirements for a competitive environment are fully addressed and that public safety is insured.

**Q. What authority does the Commission have to hold a proceeding to examine potential 911 provisioning by a CLEC such as Intrado?**

A. There is a provision of Part 725, Section 725.500(c) (2), which empowers the Commission to review non-traditional (e.g., competitive) 911 networking on a case by case basis. I believe this Section of the Code enables the Commission to review such potential "non-standard" provision of 911 services.

To be specific, assume for sake of discussion that Intrado has successfully negotiated ICAs with all necessary carriers and then enters into a contract with a particular ETSB to be its 911 system provider. Even then, Intrado will not be able

125 to begin offering 911 services to that particular 911 system without Commission  
126 approval.

127  
128 Another provision of Part 725, Section 725.200 (e), requires an ETSB to file a  
129 modification to its final plan when changes are made to their existing 911 system.  
130 If an ETSB were to contract with a new 911 system provider (such as Intrado), a  
131 total reconfiguration of the current 911 system plan would be necessary.  
132 Consequently, before any changes could be made to the 911 system, the ETSB  
133 would be required to obtain an order from the Commission approving such  
134 changes. This would require the ETSB to petition the Commission and file a  
135 detailed modified final plan as required under Section 725.210 and allow interested  
136 parties to address any issues that might be in dispute with this specific 911  
137 implementation process.

138  
139 **Q. Do you believe this type of proceeding would provide a forum to explore and**  
140 **facilitate the resolution of certain 911 competitive issues?**

141 A. Yes, but on a limited basis. The Commission would only be able to issue an order  
142 that addressed these issues for the specific 9-1-1 jurisdiction who petitioned the  
143 Commission with such a request and for those parties who are affected in that  
144 proceeding.



**Q. Could the Commission address this in any other type of a proceeding?**

A. Yes, it might be more advantageous if the Commission were to open a docketed proceeding on its own motion to address competitive 911 issues on a statewide basis verses on an individual case basis. Accordingly, this process would allow the Commission to analyze and address 911 issues that have yet to be addressed from a competitive standpoint for the entire state of Illinois, not just for one 9-1-1 system that chooses to contract with Intrado. This process would allow all interested parties to intervene and have input as to the construction of a competitive 9-1-1 infrastructure.

**Q. Why do you state this?**

A. It has become increasingly obvious to Staff that many of the issues being argued in this arbitration are service and cost issues which affect not only Verizon and Intrado, but will affect many carriers (i.e., landline, wireless and VoIP) within the State of Illinois. This type of 911 docketed proceeding would allow input from all interested parties that may be involved in the migration and transitioning towards competitive 911 services and the introduction of Next Generation 911 (NG911) offerings in Illinois.

NG911 is an Internet protocol based system that is able to adapt rapidly to new technology and support new communications devices. NG911 is generally

167 considered by the industry to be the future for 911. Based upon Mr. Hicks' Direct  
168 Testimony (pg. 6), it appears to me that Intrado seeks to provide NG911 service in  
169 Illinois. Intrado is just one of many other entities that may want to enter the  
170 market place in Illinois. Therefore, Staff believes the Commission could more  
171 appropriately address the roll out of competition in 911 for the entire State of  
172 Illinois instead of addressing it on a case by case basis.

173  
174 **Q. Could this proceeding affect the current standards as written in Part 725?**

175 A. Possibly. Staff recognizes that Part 725 was adopted to address issues arising in  
176 a non-competitive environment and some of the standards may need to be  
177 reviewed. Depending on the outcome of this proceeding, it may be necessary to  
178 make revisions to the existing Part 725.

179  
180 **Q. Is there any point of clarification you would like to make in this proceeding  
181 regarding a particular term used in this arbitration proceeding?**

182 A. Yes. The entity that provides 911 selective routing and database services for a  
183 911 system has been referred to as the "911 service provider". However, in my  
184 testimony I refer to this entity as the 911 "system provider". While these terms  
185 may be used interchangeably on an informal basis, I would advise that Part 725  
186 refers to this entity as a 911 "*system provider*". Specifically, Section 725.105  
187 defines *system provider* as, "the contracted entity that is certified as the

telecommunications carrier by the Commission providing 911 network and database services.” As a matter of consistency and clarification I would recommend that all parties going forward use the same language that the Commission has adopted in its current regulations.

### **SPECIFIC ARBITRATION ISSUES**

#### **Issue 6: Which Party’s proposed language for 911 Att., § 1.1.1 more accurately describes Verizon’s 911/E911 facilities?**

**Q. What is the source of the dispute in issue 6?**

A. Basically, this section contains language that describes the network components or services each company is obligated to provide as a 9-1-1 system provider. Verizon appears to prefer more specific language to describe the network components and services it provides, and comparatively less specific language to describe the services to be provided by Intrado as a 9-1-1 system provider. Intrado on the other hand, believes that the description of the services to be provided by either company when it is the 9-1-1 system provider should be identical.

**Q. What argument did Verizon make to justify why it was necessary to establish a different description for itself, as a 911 system provider, than**

**the description of services to be used by Intrado when it is the 911 system provider?**

A. Verizon did not give any justification regarding why the description of services should be different depending upon which company is providing them. In its Panel Rebuttal Testimony (pg. 67), Verizon merely indicated that the language that describes services Intrado would provide as a 9-1-1 system provider did not accurately describe Verizon's network components. Additionally, Verizon states (pg. 67, lines 1507-1510) that: "Intrado's language with respect to Verizon's 'Tandem/Selective Router(s)' is deliberately vague as to the function of these routers - which Verizon's language makes clear is to route 911 calls between Verizon's end office and the PSAP—no doubt to advance Intrado's objective of forcing Verizon to bypass its own selective routers and to instead implement line attribute routing."

**Q. Does Staff believe that this provision would, if adopted, have the effect Verizon ascribes to it?**

A. No. If I understand correctly, the purpose of this section is only to describe what services either company is obligated to provide when it is the 9-1-1 system provider. If Intrado does become a 9-1-1 system provider in the Verizon territory, there will be no need for Verizon to route calls through its selective router except

233 in the instance of a split exchange which has been fully described in Ms.  
234 Stewart's and Mr. Hoagg's Direct Testimony in this proceeding.

235

236 **Q. What language does Staff recommend for this issue?**

237 A. Staff recommends that the proposed reciprocal language offered by Intrado be  
238 accepted.

239

240 **Issue 7: Should the agreement include Intrado's proposed provision requiring**  
241 **the Parties to work cooperatively to maintain ALI steering tables?**  
242

243 **Q. Should this issue even be addressed in this arbitration case since it**  
244 **appears that both Intrado (Spence-Lenss at pg. 22 and Hicks at pg. 41) and**  
245 **Verizon (Verizon's Panel Rebuttal at pg. 68) agree that automatic location**  
246 **identification (ALI) is an information service and not a telecommunication**  
247 **service?**

248 A. I am not an attorney and am not prepared to offer a legal opinion on this issue.  
249 Rather, this issue will need to be addressed in briefs.

250

251 **Q. Putting the legal issue aside, can you briefly explain why you believe the**  
252 **parties are at odds with this language?**

253 A. The Verizon panel (pg. 69) states that: "Verizon has commercial agreements that  
254 address the creation of steering tables. However, there is no language in these

255 agreements requiring Verizon to 'maintain' another E911 System Provider's  
256 steering tables, as Intrado unreasonably proposes." Verizon contends that it has  
257 a commercial agreement with Intrado that addresses ALI arrangements and that  
258 it will provide Intrado with everything needed to conduct its business with respect  
259 to ALI database arrangements between the parties pursuant to the commercial  
260 agreement. Verizon is of the opinion that the parties' proposed language in the  
261 ICA is sufficient.

262  
263 Intrado, however, is concerned about having the necessary data for 911 wireless  
264 and VoIP calls that might be transferred via inter-selective routing. In his Direct  
265 Testimony (pg.42), Mr. Hicks states that:

266 If the PSAP receiving the call transfer is interconnected with a  
267 911/E911 network that is separate from that of the PSAP  
268 performing the call transfer, the pANI<sup>1</sup> number associated with the  
269 caller would not be contained in the ALI steering tables of the  
270 PSAP receiving the call and the location of the caller could not be  
271 automatically retrieved from the MPC provider. Consequently,  
272 emergency response may be delayed, and lives lost.  
273

274 Based on this, Mr. Hicks believes that Intrado needs the pANI numbers  
275 associated with adjacent PSAPs in each party's respective ALI steering tables so  
276 that a PSAP that receives a call transfer associated with a wireless call or  
277 nomadic VoIP call will receive ALI information. Intrado uses the term "ALI

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<sup>1</sup> I understand Mr. Hicks to use the term "pANI" as an acronym for "pseudo automatic Number Identification", which is a number that identifies a sector or cell from which a wireless 911 call originates. It is employed to route wireless 911 calls to the appropriate PSAP. pANI is also used in association with VoIP calls in certain cases.

278 steering table synchronization” to define such cooperation between 911/E911  
279 system providers. Therefore, Intrado believes its proposed language should be  
280 adopted.

281

282 **Q. Do the current 911 system providers exchange ALI steering tables today?**

283 A. My understanding is that since the selective routers are not interconnected to  
284 perform this service today, this information is not being shared.

285

286 **Q. Then why does Intrado want the ability to do this?**

287 A. It appears that Intrado desires interconnection to the Verizon selective routers so  
288 that landline, wireless and VoIP 911 calls can be transferred via inter-selective  
289 routing (which is addressed in Issue 3). This establishes interoperability between  
290 911 systems served by the different system providers and would allow both  
291 Intrado and Verizon the ability to transfer these 911 calls, with all necessary  
292 location data associated, between Intrado’s selective router and Verizon’s  
293 selective routers.

294

295 **Q. Are there any other entities involved with the ALI steering issue?**

296 A. Yes. PSAPs would be the parties primarily interested. In fact, for ALI steering to  
297 become an issue, one or more PSAPs would need to request PSAP-to-PSAP  
298 transfer capability. Staff believes that the PSAPs who would be receiving the

299 transferred 911 calls would first need to make the request and enter into some  
300 sort of agreement with Verizon and Intrado to implement this service.  
301 Additionally, Staff believes that the third party wireless database providers would  
302 be required to interact in some way in order to maintain the ALI steering tables.  
303

304 **Q. What is Staff's recommendation on this issue?**

305 A. Staff believes that each 911 system provider should be accountable for  
306 maintaining its own ALI database and steering tables, however Staff also  
307 believes that in order for 911 to be successful there must be certain information  
308 sharing among the 911 system providers as well. Unfortunately, the Commission  
309 has not had an opportunity to investigate this issue, or the consequences of  
310 requiring interconnectivity of selective routers. Further, even though  
311 interoperability between 911 systems/PSAPs may be highly desirable, it does not  
312 come without a cost. Additionally the roles and responsibilities of each party  
313 may need to be addressed as well.  
314

315 I do not suggest that Intrado's proposal lacks merit, but rather that the proposal  
316 would, if adopted, affect other parties not involved in this proceeding. Staff  
317 believes these parties should have the right to provide their views on the merits,  
318 build out, and costs associated with interoperability in Illinois. That said, this  
319 question appears to be unique to 911 provisioning, and has implications beyond



320 those normally encountered in Section 251 ICAs. Staff believes that the  
321 specifics of this issue will need to be reviewed in a future 911 competitive  
322 proceeding which I have addressed previously in my testimony.

323

324 **Issue 14: a) Should the agreement include language reserving the Parties' rights**  
325 **to deliver traffic directly to a PSAP served by the other Party?**

326

327 **b) If yes, should the language be exactly reciprocal?**

328

329 **Q. What is Staff's position with regards to this issue?**

330 A. Section 2.5 and 2.6 should be eliminated from the interconnection agreement  
331 because it conflicts with the ETSA as written today. Section 2.18 of ETSA<sup>2</sup>  
332 defines system provider as, "the contracted entity providing 9-1-1 network and  
333 database services." Based on this definition, the 911 system must enter into a  
334 contractual agreement with a system provider to aggregate 911 calls at the  
335 selective router, maintain the database, and provide the network to the PSAP.

336

337 **Q. What would the consequences be if carriers were allowed to deliver their**  
338 **own 911 calls directly to the PSAP and by pass the current 911 system**  
339 **provider for every 911 system?**

340 If carriers were allowed to deliver their 911 traffic directly, the 911  
341 systems/PSAP would have to upgrade their 911 PSAP equipment with extra

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<sup>2</sup> 50 ILCS 750/2.18

342 ports to allow any carrier to direct trunk into each PSAP if it chose to. However,  
343 there are hundreds of carriers certificated in Illinois. One of the purposes of  
344 having one system provider was to aggregate all the traffic so that the PSAP  
345 would not be responsible for continually updating its equipment to support  
346 connectivity to all carriers. Permitting each carrier to route directly to PSAPs  
347 would defeat that purpose and impose unnecessary costs on ETSBs.

348

349 **Q. Does this conclude your testimony?**

350 A. Yes, it does.

351